# IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA

IN RE: The Marriage of:

CASE NO. 12-010686 FC 04

SHARON P. SHELLHOUSE Petitioner,

VS.

FINAL JUDGMENT FOR DISSOLUTION OF MARRIAGE

CLERK OF CIRCUIT &

GUY DALTON SHELLHOUSE Respondent

THIS CAUSE having come before me, a Judge of the above styled Court, on May 11, 2012 for Final Hearing, and after having heard sworn testimony, and being otherwise fully advised in the premises, it is hereby ORDERED AND ADJUDGED that:

- The marriage of the parties is dissolved and the parties are restored to the status of being single and unmarried.
- 2. The Marital Settlement Agreement that was entered into by the parties on April 16, 2012 is ratified and confirmed and the parties are ordered to abide by the terms thereof.
- This Court retains jurisdiction in order to enforce the terms of the Martial Settlement Agreement and this Final Judgment.

DONE AND ORDERED in Miami-Dade County, Florida this 11th day of May,

2012.

CIRCUIT COURT JUDGE

WILLIAM ALTFIELD
County Count Judge

Copies:

Steven D. Losner, Esquire Sharon P. Shellhouse Guy Dalton Shellhouse

> STATE OF FLORIDA, COUNTY OF DADE THIS IS TO CERTIFY THAT THE POREBOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE OR OF PUBLIC RYCCRD IN THIS OFFICE WITNESS MY HAND AND OFFICIAL SEAL

HARVEY RUVIN, CLERK OF CHARLET COLIET

BY 6/aucon/60 De

# IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE No.

SHARON P. SHELLHOUSE

Petitioner

and

**GUY DALTON SHELLHOUSE** 

Respondent

## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into on this <u>ie</u> day of April, 2012, between Guy Dalton Shellhouse, residing in Miami-Dade County Florida, hereinafter referred to as "Husband", and Sharon P. Shellhouse, residing in Miami-Dade County, Florida, hereinafter referred to as "Wife."

WHEREAS the parties are Husband and Wife and were married to one another on May 5, 1990; in Lake Tahoe, Nevada; and

WHEREAS there are two children born of this marriage both of whom are while age;

WHEREAS unhappy differences have arisen between the parties and it is the desire of the parties that an amicable settlement be entered into between them concerning any and all claims which either party may have against the other by reason of, or arising from, the marital relationship existing between them,

NOW THEREFORE, in consideration of the promises and the mutual agreements contained herein, the parties agree as follows:

## ALIMONY:

Each party waives any right they may have against the other for alimony in any form.

#### MARITAL RESIDENCE:

The Wife agrees to convey, and by this document conveys, to the Husband all of her right, title and interest in and to the dwelling located at 133 N.E. 19 Street, Homestead, Florida 33030. This transfer is subject to any indebtedness, for which the Husband agrees to be solely liable.

#### PERSONAL PROPERTY

The parties have separated and have already divided their personal property between themselves. As part of that division the Husband is to have sole ownership of the 1994 Ford Explorer and 1998 Dodge Truck, and the Wife is to have sole ownership of the 2000 Dodge Caravan and 2005 Chevrolet Impala. Neither claims any right, title of interest in any items of personal property, which is in the possession of the other. Each agrees to sign any titles or other documentation necessary to transfer any interest they may have in the property to the other in order to carry out the intent of the parties herein.

#### INTANGIBLE PROPERTY

Husband shall convey to wife all of his right, title and interest in and to Heron House of Steinhatchea, Inc. and Energy Products International, Inc. Husband makes no representation or warranty as to the value of the foregoing or the extent of his interest.

#### **DEBTS:**

Each of the parties has agreed to assume sole responsibility for the payment of certain debts of the parties. The Husband shall pay and be solely liable for all credit card debt of the parties as reflected on the attached exhibit. Each agrees to indemnify and hold the other party harmless from any debt or liability which they have agreed to pay, including a reasonable attorney's fee and costs in enforcing this paragraph.

# CREDIT:

Hereafter neither party shall use the credit of the other nor obligate the other in any way. Each party warrants that he or she has not incurred any obligation or debt which has not been disclosed or which will become the debt of the other party. If a claim or demand is asserted in violation of this paragraph, the party who created the claim or demand shall indemnify the other

party from any loss or damage resulting from the claim or demand and the defense of it, including attorney fees.

## PENSION AND RETIREMENT

Wife shall retain full ownership of all pension and retirement benefits accrued to her. Husband shall take any and all action necessary to name and/or retain Wife as the payee/beneficiary of all pension and retirement benefits with respect to his employment through the date of marital dissolution. This shall include the 401(K) "Supersaver" and "American Airlines Pilot A Fund."

#### **MISCELLANEOUS**

Husband shall, to the extent he is reasonably able to do so, assist the children with the costs of college education, including tuition, books and living expense. Husband acknowledges that Wife will not have the financial ability to assist and has agreed that no responsibility for college expenses will be allocated to Wife.

#### ATTORNEY FEES:

Each party shall be responsible for his or her own attorney's fees and costs for this agreement and any action to dissolve the marriage. However, should later court action be necessary in order to enforce this agreement, the prevailing party shall be entitled to the award of a reasonable attorney's fee and costs.

#### REPRESENTATIONS:

The parties agree that: Each has made a full and complete disclosure to the other of his or her assets and current financial condition; They will execute any and all documentation necessary to facilitate implementation of this agreement and carry out the intent of the parties; They have had an opportunity to avail themselves of independent counsel and that Steven D. Losner is representing the interests of the Wife only; and this agreement supersedes any and all prior agreements between that parties; and that any modification hereto shall be in writing and signed by the parties.

# APPLICABLE LAW:

The laws of the State of Florida shall govern the validity, construction, interpretation and effect of this agreement.

#### **MUTUAL RELEASE:**

Except as otherwise provided in this agreement, each party releases the other from all claims or demands that they may have against the other through the date of this agreement. Except as otherwise provided, each party waives, releases and relinquishes all rights that he or she may have, or may hereafter acquire, as the other party's spouse under the laws of this and any other jurisdiction:

- a. To elect to take against any will or codicil of the other party now or hereafter in force:
- b. To share in the other party's estate;
- To act as Executor, Administrator or Personal Representative of the other party's estate.

#### RECONCILIATION:

The parties recognize the possibility of reconciliation. If a reconciliation takes place and a subsequent rupture of the marital relationship occurs, this agreement shall remain in effect.

#### DISSOLUTION:

In any proceeding to dissolve the marriage between the parties, this agreement shall be made a part of any final judgment that is entered and shall be incorporated by reference therein.

#### SEVERABILITY:

This agreement is negotiated as a whole. If any part of it is not approved by a court in a dissolution of marriage proceeding, the entire agreement shall become a nullity unless both parties agree otherwise.

IN WITNESS WHEREOF, the parties hereunto set their hands to this agreement this <u>16</u> day of April 2012
Witness Guy Dalton Shellhouse
Boulage Barrientes Witness A Dermentes
Witness Sharon P. Shellhouse
Witness Bruents
STATE OF FLORIDA COUNTY OF MIAMI-DADE SWORN TO AND SUBSCRIBED before me by GUY DALTON SHELLHOUSE, who is personally known or who produced County Cicentification on this 16 day of April. 2012.
My commission expires  BARBARA ANN BARRIENTOS  NY COMMISSION # DO 975275  EXPRES: March 28, 2014  Bonded Thru Hotery Public Lite inscalars  NOTARY PUBLIC
STATE OF FLORIDA COUNTY OF MIAMI-DADE SWORN TO AND SUBSCRIBED before me by SHARON P. SHELLHOUSE, who is personally known or produced // // Ouers License as identification on this // day of April, 2012.
My commission expires:  BARBARA ANN BARRIENTOS MY COMMISSION # DD 978275 EXPIRES: March 28, 2014 Boxed of Thru Notary Public Underwriters  NOT AR 7 PUBLIC

# EXHIBIT OF CREDIT CARD DEBT

Card	Balance
Bank of America	\$19,090.98
Chase 6033	3,551.87
Chase 8158	4,647.82
Citi Card	3,279.03
Discover	11,900.91

Husband shall be solely responsible for the foregoing. Provided, with respect to "Chase 8158;" wife shall be solely responsible for any new charges thereon and the parties shall remove Husband as an authorized user or holder of that card.